



**COUNTY OF SONOMA
TRANSPORTATION AND PUBLIC WORKS
REQUEST FOR PROPOSALS (RFP)**

**“DISASTER RECOVERY MANAGER (DRM)
OR DISASTER RECOVERY MANAGEMENT TEAM (DRMT)”**

A. Project Background and Description

In preparation for a predicted El Nino winter in 2010, or in the event of heavy storms which would include flooding and property loss to any of the County’s facilities, Sonoma County Transportation and Public Works is requesting proposals for a Disaster Recovery Manager (DRM) to manage the disaster recovery efforts. This would be a Contracted, Limited-Term County Management position under the command of the Director of Transportation and Public Works and would begin immediately after the County has assurances that a State or Federal disaster is imminent, or during the “Local Emergency” declaration from the County Board of Supervisors requesting State and Federal Assistance.

B. Statement of Requirements - Services Required of Successful Proposer

The DRM/DRMT will perform tasks including but not limited to the following: Preliminary Disaster Assessment, including managing FEMA and CalEMA teams for damage assessments; Community Meetings; Applicant briefings; FEMA and CalEMA “Kick-Off” meetings; all damaged site inspections, all Federal and State grant submittals, including Project Work Sheets (PWs for FEMA), Damage Survey Reports (for CalEMA), Damage Assessment Forms (DAFs – FHWA-Caltrans), Natural Resources Conservation Service (Department of Aquaculture, Emergency Watershed Protection Program) and assisting the County in requesting the “State Task Response” to flooded co-owned or co-shared Corps of Engineers and County Flood Control Work Districts. This position may be filled by an individual, firm, corporation, or partnership.

Qualifications for this position will include:

- 10 years or more managing Federal and State Disaster Recovery projects for Cities and/or Counties.
- Graduate of an accredited university or college, with a BA or BS in Civil Engineering or a similar field preferred (has managed technical civil engineering projects for least 5 years).

- Knowledge of all Federal and State regulations that apply to disaster recovery, including: the Robert T. Stafford Disaster Relief Act, Code of Federal Regulations 44 – Emergency Management and Assistance, Title-19 California Disaster Assistance Act.
- Demonstration of knowledge for Local Codes and Standards that apply to upgrade triggers.
- Solid Communications Skills, including the ability to lead and train staff, as needed, for disaster recovery projects.
- Knowledge and ability to file Federal and State Emergency Application/s, Requests for Federal Assistance, the ability to assemble List of Projects (LOP) for State and Federal Assistance, and experience and ability to make amendments to any LOP for any County Department.
- Ability to identify Hazard Mitigation Projects (HMPs) under the “406” program, or CDAA Act for funding.
- Has a minimum of 10 years of accounting skills, is able to work and manage Excel spreadsheets and work with accounting staff.
- Manage the disaster to “close-out” status with the County Auditor and/or the County Auditor-Controller’s staff.
- Represents the County Departments for all disaster recovery-related projects, with the ability to report to County Department heads regarding the status of disaster payments, claims, or any recovery questions.
- Must have three (3) letters of reference, or 3 reference contacts that will support the applicant and his/her abilities to manage disasters through close-out.

C. Proposal Submittal

1. Form: Proposers must submit one (1) electronic copy, one (1) signed original, and four (4) copies of the signed proposal by October 28, 2009. Proposals must be enclosed in a sealed envelope or package and clearly marked “**DISASTER RECOVERY MANAGER/MANAGEMENT TEAM**”. Proposals shall be submitted to:

Sonoma County Department of Transportation and Public Works
 Attn: Terry Lovold, Administrative Services Officer II
 2300 County Center Drive, Suite B100
 Santa Rosa, CA 95403
TLOVOLD@sonoma-county.org

2. Due Date: Proposals must be received no later than 2:00 p.m. on October 28, 2009. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.
3. General Instructions: To receive consideration, proposals shall be made in accordance with the following general instructions:

- a) The signature of all persons signing the proposal shall be in long hand. The completed proposal shall be without alterations or erasures.
 - b) No oral or telephonic proposals will be considered.
 - c) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.
4. Proposal Format and Contents: For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

a) **Signed Proposal Cover Sheet**: Please complete and submit Attachment B.

b) **Section I - Organizational Information**:

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

c) **Section II - Qualifications and Experience**:

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.

d) **Section III - Project Approach and Work Schedule**:

Provide a description of the methodology developed to perform all required services, with an aggressive schedule that will complete the project in a prompt, timely manner. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the planning process should also be discussed.

e) **Section IV - Cost of Service:**

The proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services, such as maintenance.

The project costs must include all expenses that will be charged to the County, including but not limited hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal.

f) **Section V – Identification of subcontractors:**

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

g) **Section VI - Insurance:**

The selected proposer will be required to obtain insurance as described in the attached Sample Agreement. Securing this insurance is a condition of award for this contract.

All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the County's Risk Management Division. The selected proposer shall file with the Contact Person Certificate(s) of Insurance stating the required coverages are in effect. No services shall be rendered to the County of Sonoma prior to the County's receipt of the required proof of insurance.

h) **Section VII - Additional Information:**

Include any other information you believe to be pertinent but not required.

i) **Section VIII – Contract Terms:**

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement. (*See* additional instructions to proposers at RFP Section K(5).)

D. Questions

Proposers may submit any additional questions in writing before the close of business October 28, 2009 in order for staff to prepare written responses to all consultants. Written answers will be shared with all potential bidders. Questions are best received and most quickly responded to when sent via e-mail directly to TLOVOLD@sonoma-county.org. Questions will not be accepted by phone.

E. Corrections and Addenda

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall sign and date the addenda cover sheet and submit same with the proposal (or deliver them to the Sonoma County Department of Transportation and Public Works, if the proposer has previously submitted a proposal to the Department). Any oral communication by the County's designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising thereunder.

G. Finalist Interviews

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. If it is determined that finalist interviews are necessary, they will be held on November 10, 2009 at the address shown in Section C, above.

H. Selection Process

1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a

County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.

3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
 - a) Demonstrated ability to perform the services described;
 - b) Experience and expertise;
 - c) Quality of work as verified by references;
 - d) Costs relative to the scope of services;
 - e) A demonstrated history of providing similar services to comparable entities;
 - f) Willingness to accept the County's contract terms; and
 - g) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).
4. The County reserves the right, in its sole discretion, to reject any and all proposals and to waive informalities and minor irregularities in any proposals received. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) working days to submit the information requested.
6. An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a proposal that County believes to be in error.
7. The County reserves the right to select the proposal which in its sole judgment best meets the needs of the County. ***The lowest proposed cost is not the sole criterion for recommending contract award.***
8. All firms responding to this RFP will be notified of their selection or non-selection in writing after the evaluation committee has completed the selection process.

9. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

I. Protest Process

Any and all protests must comply with the timelines and procedures set forth at:

<http://www.sonoma-county.org/purchasing/selling.htm>

J. Schedule [Delete or add optional events as appropriate.]

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.]

Date	<u>Event</u>
<u>10/13/2009</u>	Release Request for Proposals
<u>N/A</u>	Pre-Bid Conference & Walk Through
<u>10/23/2009</u>	Deadline for Proposer’s Questions
<u>10/27/2009</u>	County’s Responses to Questions Due
<u>N/A</u>	Demonstrations
<u>10/28/2009</u>	Proposals Due
<u>10/30/2009</u>	Proposals Evaluated by County
<u>11/10/2009</u>	Interviews Conducted
<u>11/20/2009</u>	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
<u>12/8/2009</u>	Board of Supervisors Awards Contract <i>(subject to delay without notice to proposers)</i>

K. General Information

1. Rules and Regulations

- a) The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals.

- b) Sonoma County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.
- c) The County may waive any deviation in a proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of Sonoma County.
- d) All proposers submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation) or the Board of Supervisors.
- e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed. Examples of confidential materials include trade secrets and financial statements. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The County will consider a proposer's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, or large portions, is exempt from disclosure will not be honored. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
- f) The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
 - i. [Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential,

proprietary or otherwise not subject to disclosure as a public record.

2. Nonliability of County

The County shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3. Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives may be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate in the cover letter that the proposal offers an alternative to the RFP.

4. Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

5. Form of Agreement

- a) No agreement with the County shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.
- b) A sample of the agreement is included as Attachment A hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the County's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c) Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the County's sample agreement, must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
- d) Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e) Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

6. Duration of Proposal; Cancellation of Awards; Time of the Essence

- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b) The selected consultant will be required to execute an agreement with the County for the services requested within sixty (60) days of the County's notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other consultants.

7. Withdrawal and Submission of Modified Proposal

- a) A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

Attachment

Proposal Cover Page